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NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

SAIID MOHAMED,

Plaintiff,

v.

EXPERIAN INFORMATION
SOLUTIONS, INC. and WELLS
FARGO BANK N.A.,

Defendants.

Case No. 8:17-cv-01058 AG (JDEx)

PROTECTIVE ORDER

Pursuant to a Stipulation by and between Plaintiff Saiid Mohamed and Defendant Experian Information Solutions, Inc. (“Experian”), Defendant Wells Fargo Bank N.A. through their respective attorneys of record (Dkt. 30), by which the parties agree and that documents and information have been and may be sought, produced or exhibited by and among the parties to this action relating to trade secrets, confidential research, development, technology or other proprietary information belonging to the defendants, and/or personal income, credit and other confidential information of Plaintiff, and good cause appearing therefor,

IT IS HEREBY ORDERED as follows:

1. This Order shall govern the use, handling and disclosure of all documents, deposition testimony or information produced or given in this action

1 which are designated to be subject to this Order in accordance with the terms
2 hereof.

3 2. Any party or non-party producing documents or other materials in this
4 action may designate such materials and the information contained therein subject
5 to this Order by typing or stamping on the front of the document, or on the
6 portion(s) of the document for which confidential treatment is designated,
7 “Confidential.”

8 3. If a party or non-party producing documents in this action (a
9 “Producing Party”) believes in good faith that, despite the provisions of this
10 Protective Order, there is a substantial risk of identifiable harm to the Producing
11 Party if particular documents it designates as “Confidential” are disclosed to all
12 other Parties or non-parties to this action, the Producing Party may designate those
13 particular documents as “Confidential—Attorneys’ Eyes Only.”

14 4. To the extent a party seeks to file with the Court any motions, briefs,
15 pleadings, deposition transcripts, or other papers with the Court that contains
16 documents or information subject to this Order, the party seeking filing papers
17 containing such information shall comply with the requirements of Local Civil Rule
18 L.R. 79-5.2.2.

19 5. All documents, transcripts, or other materials subject to this Order, and
20 all information derived therefrom (including, but not limited to, all testimony given
21 in a deposition, declaration or otherwise, that refers, reflects or otherwise discusses
22 any information designated “Confidential” or “Confidential—Attorneys’ Eyes
23 Only” hereunder), shall not be used, directly or indirectly, by any person, including
24 the other Defendants, for any business, commercial or competitive purposes or for
25 any purpose whatsoever other than solely for the preparation and trial of this action
26 in accordance with the provisions of this Order.

27 6. Except with the prior written consent of the individual or entity
28 designating a document or portions of a document as “Confidential,” or pursuant to

1 prior Order after notice, any document, transcript or pleading given “Confidential”
2 treatment under this Order, and any information contained in, or derived from any
3 such materials (including but not limited to, all deposition testimony that refers to,
4 reflects or otherwise discusses any information designated “Confidential”
5 hereunder) may not be disclosed other than in accordance with this Order and may
6 not be disclosed to any person other than: (a) the Court and its personnel; (b) parties
7 to this litigation; (c) counsel for the parties, whether retained outside counsel or in-
8 house counsel and employees of counsel assigned to assist such counsel in the
9 preparation of this litigation; (d) fact witnesses subject to a proffer to the Court or a
10 stipulation of the parties that such witnesses need to know such information; (e)
11 present or former employees of the Producing Party in connection with their
12 depositions in this action (provided that no former employees shall be shown
13 documents prepared after the date of his or her departure); (f) private court
14 reporters, their staffs, and professional vendors to whom disclosure is reasonably
15 necessary for this litigation and who have signed the “Declaration of Compliance”
16 (Exhibit A); and (g) experts specifically retained as consultants or expert witnesses
17 in connection with this litigation.

18 7. Except with the prior written consent of the individual or entity
19 designating a document or portions of a document as “Confidential—Attorneys’
20 Eyes Only”, or pursuant to prior Order after notice, any document, transcript or
21 pleading given “Confidential—Attorneys’ Eyes Only” treatment under this Order,
22 and any information contained in, or derived from any such materials (including but
23 not limited to, all deposition testimony that refers to, reflects or otherwise discusses
24 any information designated “Confidential—Attorneys’ Eyes Only” hereunder) may
25 not be disclosed other than in accordance with this Order and may not be disclosed
26 to any person other than: (a) a party’s retained outside counsel of record in this
27 action, as well as employees of said outside counsel to whom it is reasonably
28 necessary to disclose the information for this litigation and who have signed the

1 “Declaration of Compliance” that is attached hereto as Exhibit A; (b) experts
2 specifically retained as consultants or expert witnesses in connection with this
3 litigation who have signed the “Declaration of Compliance” (Exhibit A); (c) the
4 Court and its personnel; (d) private court reporters, their staffs, and professional
5 vendors to whom disclosure is reasonably necessary for this litigation and who have
6 signed the Declaration of Compliance; and (e) the author of the document or the
7 original source of the information.

8 8. Documents produced pursuant to this Order shall not be made
9 available to any person designated in Subparagraph 6(g) or 7(b) unless he or she
10 shall have first read this Order, agreed to be bound by its terms, and signed the
11 attached Declaration of Compliance.

12 9. All persons receiving any or all documents produced pursuant to this
13 Order shall be advised of their confidential nature. All persons to whom
14 confidential information and/or documents are disclosed are hereby enjoined from
15 disclosing same to any person except as provided herein, and are further enjoined
16 from using same except in the preparation for and trial of the above-captioned
17 action between the named parties thereto. No person receiving or reviewing such
18 confidential documents, information or transcript shall disseminate or disclose them
19 to any person other than those described above in Paragraph 6 and Paragraph 7 and
20 for the purposes specified, and in no event shall such person make any other use of
21 such document or transcript.

22 10. Nothing in this Order shall prevent a party from using at trial any
23 information or materials designated “Confidential” or “Confidential—Attorneys’
24 Eyes Only”.

25 11. This Order is designed to facilitate discovery and the production of
26 relevant evidence in this action. Neither the entry of this Order, nor the designation
27 of any information, document, or the like as “Confidential,” or “Confidential—
28 Attorneys’ Eyes Only” nor the failure to make such designation, shall constitute

1 evidence with respect to any issue in this action.

2 12. Within sixty (60) days after the final termination of this litigation, all
3 documents, transcripts, or other materials afforded confidential treatment pursuant
4 to this Order, including any extracts, summaries or compilations taken therefrom,
5 shall be returned to the Producing Party or destroyed, excluding documents filed
6 with the Court. Any party may elect to have its confidential materials destroyed
7 rather than returned and the parties in possession of the confidential materials shall
8 confirm the destruction in writing. Notwithstanding the foregoing, any documents
9 that counsel for the party in receipt of the confidential materials believes in good
10 faith to constitute attorney work product need not be destroyed or returned to the
11 producing party; provided, however, that (a) the party and its counsel continue to
12 maintain the confidentiality of such documents consistent with the terms of this
13 Stipulated Protective Order, and (b) no party or counsel, other than Experian or its
14 respective counsel, may assert that Experian's confidential documents (e.g.,
15 Administrative Reports, Dispute Response Logs, D/R Logs, Disclosure Logs,
16 Transaction Logs) are attorney work product.

17 13. In the event that any party to this litigation disagrees at any point in
18 these proceedings with any designation made under this Protective Order, the
19 parties shall first try to resolve such dispute in good faith on an informal basis in
20 accordance with Civil Local Rule L.R. 37-1. If the dispute cannot be resolved, the
21 party objecting to the designation may seek appropriate relief from this Court.
22 During the pendency of any challenge to the designation of a document or
23 information, the designated document or information shall continue to be treated as
24 "Confidential" or "Confidential—Attorneys' Eyes Only" subject to the provisions
25 of this Protective Order.

26 14. Nothing herein shall affect or restrict the rights of any party with
27 respect to its own documents or to the information obtained or developed
28 independently of documents, transcripts and materials afforded confidential

1 treatment pursuant to this Order.

2 15. The Court retains the right to allow disclosure of any subject covered
3 by this stipulation or to modify this stipulation at any time in the interest of justice.
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5 **IT IS SO ORDERED.**
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7 Dated: April 09, 2018
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10 JOHN D. EARLY
United States Magistrate Judge
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1 **EXHIBIT A**

2 **DECLARATION OF COMPLIANCE**

3 I, _____, declare as follows:

4 1. My address is

5 _____.

6 2. My present employer is

7 _____.

8 3. My present occupation or job description is

9 _____.

10 4 I have received a copy of the Protective Order entered in this action on
11 April 6, 2018.

12 5. I have carefully read and understand the provisions of this Protective
13 Order.

14 6. I will comply with all provisions of this Protective Order.

15 7. I will hold in confidence, and will not disclose to anyone not qualified
16 under the Protective Order, any information, documents or other materials produced
17 subject to this Protective Order.

18 8. I will use such information, documents or other materials produced
19 subject to this Protective Order only for purposes of this present action.

20 9. Upon termination of this action, or upon request, I will return and
21 deliver all information, documents or other materials produced subject to this
22 Protective Order, and all documents or things which I have prepared relating to the
23 information, documents or other materials that are subject to the Protective Order,
24 to my counsel in this action, or to counsel for the party by whom I am employed or
25 retained or from whom I received the documents.

26 10. I hereby submit to the jurisdiction of this Court for the purposes of
27 enforcing the Protective Order in this action.

28 ///

1 I declare under penalty of perjury under the laws of the United States that the
2 following is true and correct.

3 Executed this ____ day of _____, 20__ at _____.

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